

EXHIBIT 3



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**Dann
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February 17, 2021

Rushmore Loan Management Services LLC
P.O. Box 52262
Irvine, CA 92619

**Sent via Certified Mail return receipt requested [7020 1810 0001 5613 0148]*

In the Matter of:

Borrower's Name:	Timothy J. Richissin Heidi C. Richissin
Property Address:	3632 Berkeley Lane Brunswick, OH 44212-1590
Mortgage Account No.:	[REDACTED]

*****If responding to this correspondence by e-mail, please send to notices@dannlaw.com***

Re: Notice of Error pursuant to 12 C.F.R. §1024.35(b)(11) for Breach of Settlement Agreement

Dear Sir or Madam:

Please consider this letter to constitute a Notice of Errors under 12 C.F.R. § 1024.35 of Regulation X of the Mortgage Servicing Act under the Real Estate Settlement Procedures Act (RESPA), which became effective on January 10, 2014. These amendments implemented the Dodd-Frank Wall Street Reform and Consumer Protection Act provisions regarding mortgage loan servicing.

Pursuant to 12 C.F.R. § 1024.35(d), ***within five (5) days*** of your receipt of this notice, excluding legal public holidays, Saturdays and Sundays, you must send a written response acknowledging such receipt.

Pursuant to 12 C.F.R. § 1024.35(e)(3)(i)(C), ***within thirty (30) days*** of your receipt of this notice, excluding legal public holidays, Saturdays and Sundays, you must send a written response to this notice in compliance with the express requirements of 12 C.F.R. § 1024.35(e)(1).

The written authority of the above-referenced borrower (the "Borrower") for this notice is incorporated herein by this reference.

1. Notice of Error under 12 C.F.R. §1024.35(b)(11) for Breach of Settlement Agreement

As you are aware the Borrowers and Rushmore were parties in *Timothy J. Richissin, et al. v.*



Rushmore Loan Management Services LLC, et al, Case No. 1:20-cv-00871-PAG in the United States District Court for the Southern District of Ohio. (the “Litigation”).

As you are aware in the Litigation, the Richissins and Rushmore reached a confidential settlement agreement, attached in full but redacted as to the non-pertinent provisions in compliance with Paragraph 17 of the agreement, in which Rushmore agreed to (1) Reinstatement of the Loan for all payments due from August 2020 and December 23, 2020 (Paragraph 5 of the Agreement) and (2) Waiver of all fees from August 2020 through December 23, 2020 in exchange (Paragraph 6 of the Agreement) for the Richissins payment of \$4,500.00.

The Richissins performed their obligations before December 23, 2020 by remitting the payment as instructed by your counsel to her office.

The Richissins signed the settlement agreement on December 28, 2020 and Tim Lightfoot, Vice President of Rushmore, signed the agreement as of January 8, 2021.

Since the execution of the settlement agreement the Richissins have remitted the necessary payments due on December 24, 2020 and January 24, 2021. In reviewing the attached mortgage statement as well as reviewing the account history online, the Richissins have noticed that Rushmore has:

1. Noted a past unpaid amount of \$4,677.36 on the December 4, 2020 statement;
2. Noted a past unpaid amount of \$2,338.68 on the January 24, 2021 statement;
3. Assessed Inspection Fees on the January 24, 2021 statement on January 21, 2021 in the amount of \$16.50; and
4. According to the February 4, 2021 statement, failed to apply the tendered payment made on or before January 26, 2021.

The Borrowers assert that Rushmore has committed at least three (3) separate, distinct and on-going errors pursuant to 12 C.F.R. 1024.35(b)(11) as (1) Rushmore has sought to collect inconsistent amounts with the December 2020, January 2021 and February 2021 statements; (2) Rushmore has failed to properly apply the tendered payments since December 23, 2020 consistent with the terms of the Settlement Agreement and (3) Rushmore has improperly assessed late fees and charges in the January 2021 and February 2021 periodic billing statements.

Conclusion and requested actions:

Based upon the foregoing, the Borrower calculates and otherwise alleges that Rushmore has committed no less than a total of three (3) errors in the servicing of the Loan as described *supra*.



The Borrowers demand that Rushmore immediately honor the terms of the Settlement Agreement, audit the tendered payments since December 1, 2020, and make all necessary adjustments.

Please correct these errors and provide us with notification of the correction(s), the date of the correction(s), and contact information for further assistance; or, after conducting a reasonable investigation, provide the Borrower, ***through our office***, with a written notification that includes: a statement that you have determined that no error(s) occurred; a statement of the reason(s) for such determination; a statement of the Borrower's right to request documents upon which you relied in reaching your determination; information regarding how the Borrower can request such documents; and, contact information for further assistance.

Further, please note that pursuant to 12 C.F.R. § 1024.35(i), after you receive this notice, you are prohibited from furnishing adverse information to any consumer credit reporting agency regarding any payment that is the subject of this notice for at least sixty (60) days.

Thank you.

DANNLAW

A handwritten signature in black ink that reads 'Brian D. Flick'.

Brian D. Flick

Enclosures: Settlement Agreement, Proof of Payments

7020 1810 0001 5613 0148

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS; FOLD AT DOTTED LINE

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Street and Apt. No. or PO Box No. *14015510*

City, State, ZIP+4® *POE 217121*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions